

ASSIGNMENT OF MEMBERSHIP INTEREST

This Assignment Of Membership Interest (the "Assignment") is made as of the Effective Date, by and between Nnatuanya Sylvester Onejeme, an individual resident of Harris County, Texas (the "Assignor"), and Kremco Acquisitions, LLC, a Texas limited liability company (the "Assignee").

RECITALS

WHEREAS, the Assignor is the sole member of Kremco Pharmacy, LLC, a Texas limited liability company (the "Company"), and owns one hundred percent (100%) of the outstanding membership interests in the Company; and

WHEREAS, the Assignor desires by this Assignment to assign to the Assignee all of Assignor's interest in the Company (the "Assignor's Membership Interest"), and the Assignee desires by this Assignment to accept the same.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the purchase price of the Assignor's Membership Interest as set forth in Section 2 of that certain Purchase and Sale Agreement (the "Purchase Agreement") of even date herewith, entered into by and among the Assignor and the Assignee, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, and the above recitals which are incorporated herein by reference, the parties agree as follows:

ASSIGNMENT

Effective as of February 8, 2016 (the "Effective Date"), Assignor conveys, transfers, and assigns to the Assignee and the Assignee accepts and assumes from the Assignor the Assignor's Membership Interest, as well as any and all right, title, and interest of Assignor under the provisions of the Company's governing documents, or in and to any of the Company's assets. Assignor represents and warrants that the Assignor's Membership Interest conveyed, transferred and assigned pursuant to this Assignment represents all of Assignor's interest in the Company, and upon execution and delivery of this Assignment, Assignor shall have no further continuing interest in the Company or any of its assets. Assignor further represents and warrants that (a) it is the owner of the Assignor's Membership Interest, free and clear of all liens, charges, pledges, encumbrances, security interests or rights of third parties; (b) it has full power and authority to enter into this Assignment and to sell and convey the Assignor's Membership Interest upon the terms provided in this Assignment to the Assignee, (c) there are no outstanding option rights, rights of first refusal or other arrangements relating to the Assignor's Membership Interest, and Assignor has not sold, granted, transferred or otherwise assigned to any person, entity or any party any right, title or interest in the Assignor's Membership Interest; (d) this Assignment constitutes the valid, binding and enforceable obligation of Assignor; and (e) the execution and delivery by Assignor of this Assignment and the performance of its respective obligations hereunder do not violate, conflict with, invalidate, cancel, or interfere with, or constitute a default under any contract, agreement or court order to which Assignor is a party or is bound.

[Signature page follows.]

IN WITNESS WHEREOF, each party hereto has executed and sealed this Assignment or caused it to be executed and sealed on its behalf by its duly authorized representatives, the day and year first above written.

“ASSIGNOR”:

 2/8/2016

Nnatuanya Sylvester Onejeme

“ASSIGNEE”:

Kremco Acquisitions, LLC, a Texas limited liability company

By: _____
Millicent M. Martin, Manager